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10 Attorneys for Plaintiff  
 NEO4J, INC.

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA

14 NEO4J, INC., a Delaware corporation,

15 Plaintiff,

16 v.

17 GRAPH FOUNDATION, INC., an Ohio  
 corporation,

18 Defendant.

CASE NO. 5:19-cv-06226-EJD

**DECLARATION OF JEFFREY M.  
 RATINOFF IN SUPPORT OF NEO4J,  
 INC.'S REPLY RE MOTION TO STRIKE**

Date: May 7, 2020  
 Time: 9:00 a.m.  
 Location: Courtroom 4, 5th Floor  
 Judge: Hon. Edward J. Davila

20 I, Jeffrey M. Ratinoff, declare as follows:

21 1. I am an attorney at law, duly licensed to practice before all courts of the State of  
 22 California, and am of counsel with Hopkins & Carley, a Law Corporation, attorney of record for  
 23 Plaintiff Neo4j, Inc. ("Plaintiff") in the above-referenced matter. I make this declaration in  
 24 support of Plaintiff's Reply supporting its Motion to Strike filed herewith.

25 2. The facts stated herein are based on my personal knowledge, except with respect  
 26 to those matters stated to be on information and belief, and as to those matters, I believe them to  
 27 be true. If called upon to testify as a witness in this matter, I could and would do so competently.

28 ///

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DECL. OF JEFFREY M. RATINOFF ISO NEO4J, INC.'S REPLY RE MOTION TO STRIKE; CASE NO. 5:19-CV-06226-EJD

1           3. Attached hereto as **Exhibit A** is a true and correct copy of the relevant pages from  
2 a Dun & Bradstreet Comprehensive Report for Neo4j, Inc. prepared by and obtained from Dun &  
3 Bradstreet, Inc., which I understand to be an independent public corporate reporting service,  
4 reflecting that Neo4j Sweden AB is a subsidiary of Neo4j, Inc.

5           4. Attached hereto as **Exhibit B** is a true and correct copy of the GNU General Public  
6 License published by Free Software Foundation downloaded from their official website,  
7 <http://www.gnu.org>.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct and that this declaration was executed the 3rd day of March 2020, at  
10 San Jose, California.

/s/ Jeffrey M. Ratinoff  
Jeffrey M. Ratinoff

## **EXHIBIT A**



## NEO4J, INC.

D-U-N-S® 07-846-4859

Single  
111 E 5th Ave,  
San Mateo, CA 94401

Phone 855 636-4532

## Comprehensive Report

Purchase Date: 03/02/2020  
Last Update Date: 02/04/2020  
Attention: Paul

### Executive Summary

#### Company Info

|              |      |           |                  |
|--------------|------|-----------|------------------|
| Year Started | 2011 | CEO       | EMIL EIFREM, CEO |
| Control Year | 2011 | Employees | 8                |

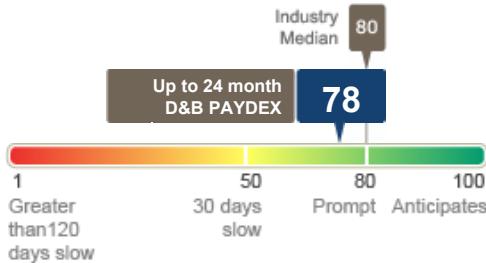
#### D&B Rating

D&amp;B Rating

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#### D&B PAYDEX®

Up to 24 month D&amp;B PAYDEX



Up to 3 month D&amp;B PAYDEX



#### Predictive Analytics

##### Financial Stress Class



##### Credit Score Class



The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

The Credit Score class of 2 for this company shows that 2.50% of firms with this classification paid one or more bills severely delinquent.

Financial Stress Class

3

Financial Stress Score

1,507

Highest Risk

1,001

Lowest Risk

1,875

Credit Score Class

2

Credit Score

556

Highest Risk

101

Lowest Risk

670

#### Credit Limit Recommendation

#### D&B Viability Rating



## Business History

|  |                                      |
|--|--------------------------------------|
| Officers   | EMIL EIFREM, CEO;<br>MIKE ASHER, CFO |
| Directors  | THE OFFICER(S) and Denise Persson.   |
| As of 02/04/2020   |                                      |
| The Delaware Secretary of State's business registrations file showed that Neo Technology, Inc., was registered as a Corporation on July 7, 2011, under file registration number 5007564. The name was changed from Neo Technology, Inc. to Neo4J, Inc. by charter amendment on August 7, 2017. |                                      |
| Business started 2011.   |                                      |
| Exact date is undetermined. Since D&B can confirm ongoing operation from outside sources as of 2012, a reference start date of 2012 will be presented.   |                                      |
| EMIL EIFREM. Antecedents are unknown.  |                                      |
| MIKE ASHER. Antecedents were not available.  |                                      |
| Exact date is undetermined. Since D&B can confirm ongoing operation from outside sources as of 2012, a reference start date of 2012 will be presented.   |                                      |
| Business address has changed from 37 E 4th Ave, Ste 1, San Mateo, CA, 94401 to 111 E 5th Ave, San Mateo, CA, 94401.  |                                      |

## Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Oct 22 2011:

|                        |                      |                 |   |                  |  |
|------------------------|----------------------|-----------------|---|------------------|--|
| Registered Name        | NEO TECHNOLOGY, INC. | Registration ID | 5007564   | Filing Date      | 07/07/2011   |
| Business Type          | CORPORATION          | Status          | STATUS NOT AVAILABLE                                  | Registered Agent | NATIONAL CORPORATE RESEARCH, LTD.<br>615 SOUTH DUPONT HWY,<br>DOVER, DE<br>199010000 |
| Corporation Type       | NOT AVAILABLE        | Where Filed     | SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE |                  |  |
| Incorporated Date      | 07/07/2011           |                 |   |                  |  |
| State of Incorporation | DELAWARE             |                 |   |                  |  |

## Government Activity Summary

| Activity Summary                     |     | Possible candidate for socioeconomic program consideration |            |
|--------------------------------------|-----|--|------------|
| Borrower                             | No  | Labor Surplus Area   | N/A        |
| Administrative Debt                  | No  | Small Business   | YES (2020) |
| Grantee                              | No  | Women Owned  | N/A        |
| Party Excluded from Federal Programs | No  | Minority Owned   | N/A        |
| Public Company                       | N/A |  |            |
| Contractor                           | No  |  |            |
| Importer/Exporter                    | N/A |  |            |

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

## Operations Data

|                  |   |
|------------------|---|
| As of 02/04/2020 |   |
| Description:     | Provides computer programming services, specializing in software development (100%).<br><br>Terms are Net 30 days. Sells to undetermined. |
| Employees:       | 8 which includes officer(s).  |
| Facilities:      | Occupies premises in building.  |



## Special Events

As of 12/14/2018

**OFFICER CHANGE:** According to published reports, Neo4j announced that Mike Asher has joined as the company's chief financial officer.

**BOARD OF DIRECTORS UPDATE:** According to published reports, Neo4j announced that Denise Persson has joined the company's Board of Directors.

As of 11/02/2018

**FUNDING/INVESTMENT:** According to published reports, Neo4j, DUNS 078464859, (San Mateo, CA) announced that it has closed an \$80 million Series E funding round led by One Peak Partners and Morgan Stanley Expansion Capital including existing investors Creandum, Eight Roads and Greenbridge Partners.

As of 08/31/2017

Business name changed from Neo Technology, Inc. to Neo4j, Inc..

As of 11/10/2016

**FUNDING/INVESTMENT:** According to published reports, Neo Technology, DUNS 078464859, (San Mateo, CA) announced that it has secured \$36 million in new funding.

As of 11/23/2015

Business address has changed from 37 E 4th Ave, Ste 1, San Mateo, CA, 94401 to 111 E 5th Ave, San Mateo, CA, 94401.

## Industry Data

### SIC

| Code     | Description                   |
|----------|-------------------------------|
| 73710301 | Computer software development |

### NAICS

| Code   | Description                          |
|--------|--------------------------------------|
| 541511 | Custom Computer Programming Services |

## Family Tree

### Subsidiaries Global

Neo4j Sweden AB  
(D-U-N-S®:[77-516-1834](#))  
Nordenskiöldsgatan 24,  
Malmö, 211 19,  
SE

This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.

## **EXHIBIT B**

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- A Quick Guide to GPLv3
- Why Upgrade to GPLv3
- Frequently Asked Questions about the GNU licenses
- How to use GNU licenses for your own software
- Translations of the GPL
- The GPL in other formats: plain text, Texinfo, LaTeX, standalone HTML, ODF, Docbook v4 or v5, Markdown, and RTF.
- GPLv3 logos to use with your project
- Old versions of the GNU GPL
- What to do if you see a possible GPL violation

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Version 3, 29 June 2007

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The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work’s System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
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“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

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